



SUBORDINATION AGREEMENT

This Subordination Agreement (“Agreement”) is effective upon _____ (the “Effective Date”) and the subordination will take effect upon recording the New Senior Lender’s Mortgage, as long as it is recorded within 30 days of the Effective Date. Failure to record within that time will cancel this Agreement.

The parties to this Agreement are:

Junior Lender (“Junior Lender”): Dominion Energy South Carolina, Inc.
220 Operation Way, Cayce, SC 29033-3701

New Senior Lender (“New Senior Lender”):
Name: _____
Senior Lender’s Address _____

RECITALS

A. Notice of Junior Lender’s security interest (“Junior Lender Security Interest”) in certain fixtures owned by Borrowers (as defined below), is given by the following described Uniform Commercial Code (UCC) Financing Statement (as amended from time to time, the “Junior Lender Financing Statement”), which has been filed as a fixture filing with respect to the real property described below (the “Property”), and is also provided for as a purchase money security interest granted in the Consumer Financing Agreement executed by Borrowers and Junior Lender:

Borrower(s) Names(s) (“Borrowers”): _____
Property Address: _____

Junior Lender Financing Statement (original file #): _____

Legal Description of the Property: See Exhibit A (Attached)

Recording
Date: _____ County: _____ Amount: _____

Recording
Number: _____ Book No.: _____ Page No.: _____

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender in the sum of \$ _____, dated _____ (the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate the Junior Lender Security Interest in fixtures owned by Borrower and located at the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, the Junior Lender Security Interest in any fixtures owned by the Borrowers and located at the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of New Senior Lender's New Senior Security Instrument, if duly perfected and non-voidable, and all obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating the Junior Lender Security Interest to the New Senior Security Instrument only, and not to other or future liens or security interests in any property of the Borrowers. Junior Lender has no obligation to consent to future requests for subordination of the Junior Lender Security Interest.

3. No Waiver of Notice.

By subordinating its Junior Lender Security Interest, Junior Lender is not waiving any rights it may have under the laws of the State of South Carolina, or Federal law, to notice of defaults or other notices or rights conferred by law to junior secured parties with security interests duly perfected by fixture filings.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Senior Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the laws of the State of South Carolina.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and New Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within thirty (30) days of the reference date first written above.

Junior Lender: Dominion Energy South Carolina, Inc.

By: _____

_____,
duly authorized representative of
Dominion Energy South Carolina, Inc.

State of South Carolina

County of (_____)

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me, and acknowledged that he/she is authorized to do so, executed the foregoing on behalf of corporation.

Witness 1: _____

Witness 2: _____

Given under my hand and seal of office this _____ day of _____, _____

Notary Public

My Comm. Expires: _____

(Personalized Seal)



Subordination Fee Agreement

I, _____ [print name of Dominion Energy South Carolina Customer], confirm that _____ mortgage company] is seeking to obtain a subordination as to an Dominion Energy South Carolina, Inc. lien. I acknowledge that Dominion Energy South Carolina, Inc. will charge an administrative fee of \$125 for processing the subordination, and I agree to be responsible for defaults on this payment obligation.

Signature

Date